G. R. S. IX-5]

Previous references.

LR File No. 14/91

~~191~~ .

(Land Revenue)

Serial Nos. 1–6

Later references.

GENERAL AND REVENUE SECRETARIAT.

---

(50)

Serial Nos. 1–6

Major ~~Part~~ B for 2.9.1914

SUBJECT.

Refund claimed by Mer. Lund of the Balur Estate in Mudgere TK.

W D 88—GPB—50,000—24-7-16

Kiss

Put up with
Countermanded
MMH

R. 7-14-167

CHIEF SECRETARY'S OFFICE.

REVENUE BRANCH.

OFFICE NOTE.

SUBJECT.

Regarding the refund of Rs. 50 claimed by Mr. Lund of the Balur Estate in the Mudgere Taluk—

LR14-91

LAST REFERENCE.

Letter No. 448 dated 26th February 194

from the Deputy Commr., Hadwa.

⊗ Sl: No. 9

On account of the arrears of Kandayem due by one Subbé gowda of Nidanelle, the lands in his Khaté, viz, Survey no. 3, Part of no. 5, Part of no. 6. and Part of no. 9 in the village of Javali, Mudgere Taluk, were Sold by public auction on 20th May 1890. The Sale of the first three numbers was cancelled on the ground that one Ganesha Rao had established his right by purchase in civil

Survey no. 3 Extent A—G 0—34 Assessment R. A. P. 1—0—0 was purchased by Siddégowda for Rs. 1—10—0.

Paiki no. 5. Extent A. G. 4—26 Assessment Rs. A. 4—8—0 was purchased by Ramarao for 16 Rs.

Paiki no 6. Extent A. G. 2—5 Assessment Rs 2—0—0 was purchased by Bennis for Rs. 20/-.

auction to the said numbers + that he had paid the Kandayen thereon before the Rev: Sale- Regarding Part of no. 9, ⊕ which was purchased for Rs. 400 by Arnajengar on behalf of Mr. Allardice of the Balur Estate, one Thoorchi Sidda and another Putta preferred a Com- -plaint that they were the owners of the land inasmuch as they had purchased the same from the former Khatédar Siddégowda, that though they did not get the Patta transferred to their names, still, they were in the enjoyment of the land and paying the Kandayen to Siddégowda, + that they had houses built thereon in which they were living, + that therefore the Sale should be cancelled. On enquiry it was found that they were not the owners of the land, but not proved

⊕ Extent A – G. 5 – 20. Assessment Rs. A. P 5 – 8 – 0

Date - 26-5-90 - 24
10-7-90 - 37

GOVERNMENT OF MYSORE

stated to be
~~they~~ were the cultivators of Siddégowda's land. with whose permission they had built houses thereon & were living in them, & that the ~~Head owner~~ Khatedar was one Subbé-gowda who purchased the land from Siddégowda for Rs. 600. Sidda & Putta were also Sukmidars of Subbégowda. Thereupon the then Dy. Commr. Col: Campbell passed the following order. on the 6th of September 1890.

" There is no evidence that Sidda & Putta acquired the land by purchase from the original Khatédar Siddégowda and they have not paid the Kandayam to Govt. Their position is that of tenants. They therefore do not come under Section 78 of the L. R. Code. No 9 has therefore been legally sold for the arrears due by

* vide Page No. 149 of the Eng: Notes received from the Dy: Commr.

Subbegowda and the sale is confirmed. The purchaser at auction, Mr. Allardice takes the place of Subbegowda with his rights and responsibilities & he must therefore make his own terms with the tenants Sidda & Putta. Govt cannot interfere to quit them as Mr. Allardice desires".

In pursuance of the above order, the Amildar directed the Shékdar to communicate the order to Mr. Allardice and put him in possession of the land (Panchno. 9). Mr. Allardice certified to the effect that he received the land from the Shékdar.

Vide Pherist no. 5 marked in blue pencil in the vernacular papers – File no. A.

2. The Takararders Sidda & Putta again contended that they were the proper claimants of the land, & that the Amildar did not examine Siddegowda who had executed the Sale-deed & others who had attested the Sale deed. Siddegowda denied the truth of their Statements. Lob: Campbell again

vide Sheet no. 156 of the Rough notes in English received from the Dy: Commr.

passed an order to the following effect:— "Govt. can deal only with the Wargdar for the recovery of arrears of revenue, and if the petitioners are really the owners by purchase, it is their fault that they did not obtain the transfer of the Warg & pay the assessment direct to Govt. That the petitioners have been in possession of the land in question is not denied, but Govt have no official cognizance of it. They complain that they were not aware that the land was to be put up to auction. The land is situated in the village of Javali; & the petitioners live in that village. The land was sold there & 49 people of Javali & neighbouring villages Signed the notice of Sale. This plea cannot therefore be accepted. No reason is shown why the order

order of 6th Sept. 190 confirming the Sale Should be disturbed. But the order regarding the rights of the auction purchaser, Mr. Allardice, Should be modified inasmuch as the land Should be conveyed to him free of all encumbrances. Action Should be accordingly taken under Section 209 of the L. R. Code".

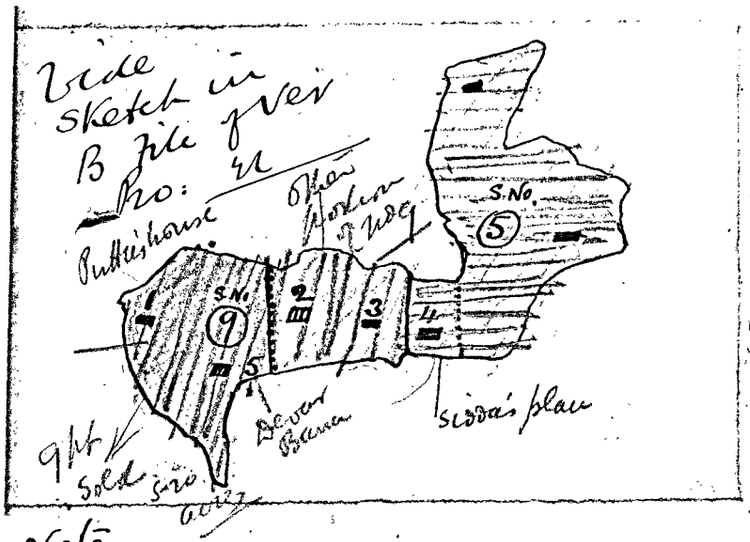
In pursuance of the above order notices were issued to Sidda + Putta that they Shd remove all the materials attached to their house Situated on Paiki no. 9 + quit the land within 60 days, or else they would be evicted under the Rules. Sidda Said in reply that he had no house on Paiki no+ 9, but that he had one built on no. 5 Paiki belonging to Javali Ganesha Rao, in which he lived. Putta Simply Signed the notice. In order to make

vide his remark on the back of the notice issued to him (Phenist no. 3/1 of the Can: File. No. B)

+ Purchased by Mr. allardice

GOVERNMENT OF MYSORE

Sures on which No. Siddas house had been built, the Taluk Sheristadar was deputed to inspect the spot and report. The Sheristadar with the hobli Shekdar went to the spot, prepared a Sketch Showing the position of the Survey Nos & the houses standing thereon, & reported that Sidda's house was on Paiki No. 5. and Putta's house & a devarbana was on Paiki No. 9, and that about 30 guntas of Paiki No. 9 had been planted with young coffee plants of 6 years old. According to the Sketch (Shown in the margin)



1. is Bilagi Putta's house on Paiki No. 9 (blue portion) bought by Mr. Allardice.
2. is one Bommanna's house a Paikidar of No. 9 —
3. is his brother Anga's house —
4. is Thoorelu Siddas house on Paik No. 5 (red portion) now claimed by Mr. Lund —
5. is devarbana on Paiki No. 9.

It is clear from the above that only Putta's house stood

Note

Total Extent of No. 9 excluding Kharab is —— 9 acres — of which A 5 – Q 20 is Subbegowda's portion now Sold to Mr. Allardice. The remaining extent A 3 – Q 20 is Bomma & Angas portion which is hedged round —

Survey No. 5. Total extent is 10 acres 18 guntas, on a portion of which Sidda's house stands —. A 4 – Q 6 of this area ie. Paiki No. 5, (Subbegowdas portion) was also Sold, but the Sale was cancelled. (vide Para 1 above)

on Paiki No. 9 purchased by
Mr. Allardice. According to the
Dy. Commrs order, Putta alone
was to be evicted, and he was
ready to quit the land. But Mr.
Lund, the Successor of Mr.
Allardice to the Balur Estate
declined to take possession of
the land for reasons stated below: —

(1) At the time of the Sale, the
Sheikdar said that the portion
containing Siddas house was
also included in the land
purchased by Mr. Allardice;

(2) After the Sale was over
Sidda went & complained
that the portion containing
his house was included in
the land that was sold;

(3) Siddas had always been
paying Kandayem to Siddé-
gowda

(4). Thoorchi Siddas portion
was a very valuable land
containing young coffee plants.
If it had not been included
in the land purchased, it
would not have fetched the
present value.

* The notice does not say so.

(5). As Moorea Nallaperu was also Sold, the Same Should be made over, or else the value thereof Should be deducted from the total amount of purchase money & refunded

(6.) Col: Campbell's order that Sidda Should be evicted, was itself a proof to Show that Sidda's portion was also Sold.

The reasons assigned by the Auditor to Show that the Several grounds on which Mr. Lind claimed the portion in question were ~~not tenable~~, were for the 1st ground — that the mere talk of the people was of no avail, as there was nothing put on record to that effect, for the 2d. ground — that Sidda being afraid of the people talking that his portion was also ~~to be~~ Sold, pervent & complained, but if he had known for certain that the land purchased by Mr. Allardice did not include

his portion, he would not have complained;—

for the 3d. ground — that all Siddé-gowda's Khate lands were transferred to Subbegowda & Sidde gowda (as Patel) was collecting the Kandayem, & that there was no evidence to shew that Sidda was paying Kandayem to Siddegowda;—

for the 4th. ground — that only paike no. 9 measuring A. g. 5—20 (Subbegowda's Khaté) was Sold & the purchaser could not claim anything more than this, when there was nothing on record to Shew that the portion containg Sidda's house was included in it, that Mr. Lucas's allegation that it was so mentioned & therefore Such a high price was offered, was groundless, and that he could not claim the portion containg Sidda's house, Simply because

Vaté. Taluk Juricial Sumadi Annajengar & Shekdar Venk Rao conducted the Sale as per Amildar's order. They both Say that only Paike no. 9 as described in the Sale list, was Sold to the purchaser. The shekdar further Says that he did not inform the Purchaser that the portion containg Sidda's house was included in P. No 9.

it was a valuable one con-
taining good plants & it was
mentioned that it formed part
of the land purchased; —
for the 5th ground — that
he could not claim a refund
on the ground that he was
informed that the portion
containing Siddas house was
also included in the land pur-
chased. while there was nothing
in the Jaffa Patti to show
that it was also included, that
he could not base his claim
on a vague information ob-
tained from other circumstances
which the purchaser ought to have
verified before he offered his
bid, and that therefore only
Paiki no. 9 measuring A. G. 5—20
for which Rs. 400 was offered
should be taken possession
of; —
for the 6th ground — that
Col. Campbell ordered that

if he had a house on P. no. 9,
that this order was passed
on the complaint of Sidda
& Putta themselves, that
when Sidda's house was not found
on P. no. 5 (which is not con-
-nected with the land purchased)
he could not be evicted, &
that Col: Campbell's order,
(which was misunderstood
by Mr. Lund) did not signify
that the portion containing
Sidda's house was included
in the land purchased —

3: With reference to the above
report from the Asstt. Collr.,
the Dy: Commr., Mr. Sparkes
passed the following order — Noted —
" Under the circumstances
Mr. Lund may be recommended
to Govt. for a refund of
Rs. 50 on the following grounds:
(1) That on personal inspection
I found the boundary of No. 5
Paiki to be most misleading,

leading one to suppose that the boundary of No. 9 Paiki included the No. 5 Paiki in question.

(2) That on questioning Mr. Lundo Jumasta, the Patel of the village, also the Shanbogue of Javali, all three of whom were present at the Sale, they state that the Shékdar at the time of & before the Sale took place in describing the land about to be Sold, Stated that Toorelu Siddá's house stood on the land to be Sold & therefore misled those present and that owing to these statements & through which Mr. Lundó Jumasta bid a higher price for the land than he would otherwise have done."

4. On the Strength of the

Subraya

× Shanbogue was not present at the Sale. Shanbhog Jumasta Venkatramanaiya was present at the sale. The statements of these persons do not appear to have been recorded by the Deputy

above order of Mr. Sparkes,
Col: Campbell submitted
a Refund[x] bill for Rs. 50,
although he was of opinion
that "under ordinary circum-
stances and in the open
country where boundaries
were clearly visible, a mistake
of the kind could not take
place & no consideration
was due for a purchaser
who had failed to verify
the exact position of the
Survey number for which
he intended to bid". He
further stated that in the
present case the Shikdar
was to blame for not entering
a proper description of
the lands & premises in
either the attachment
or Sale list & that Mr.
Sparkes having come to the
conclusion that the Shikdar
did not himself inspect

[x] vide Dy: Commrs
No. 175 of 4th July 1891
Sl: No. 5

the place, reduced him from Rs. 20 to Rs. 15.

vide Govt Progs:
№ 1738/43 & 30th April 92.
Sl: No. 6.

5. In reply, it was observed that the description of the land purchased by Mr. Allardice's Mutsaddi, which was fully given in the Sale notice, with particulars of Survey No, extent and assessment, was sufficiently clear to admit of any mistake, & that the absence of further particulars such as boundaries &c, in the Sale notice was no ground for setting aside a Sale properly conducted, and that there was no grounds to entertain any application from the purchaser's Successor for more land than what was Sold to his predecessor or for a refund of the portion of the money paid for the land actually made over to

Mr. Allardice, and the refund bill was returned for further report if necessary.

6. With reference to the above order, Mr. ~~Allardice~~ Lund. preferred a complaint to the Resident in Mysore thro' Messrs. Barclay Morgan & Co., Madras, which was forwarded to this Office from the Residency for a report of the facts of the case; and the Dy. Comm. ~~Bangalore~~ thereupon was requested to report whether there were any grounds for entertaining the claim put forth by Mr. Allardice.

vide Letter no. 485/9.94 & 7 Feb/94 from the Pt. Asstt. to the Resident - Sl: no. 7

vide this Office docket no. 14263/R.1478 & 23 Feb/94. Sl: no. 8

7. In reply, the Dy. Comm. says that there are no further grounds than those already set forth in his previous letter, but Govt. may consider the only ground that the parties bidding at the

× note.
There is no ~~sufficient~~ evidence to prove this.

Shékdar who informed them that Thoorchi Sidda's house stood on the land to be sold, and that as the piece of land cuts into the Balur Estate, it was very valuable in the manager's opinion & which consequently led him to bid a much higher price for the land than he would otherwise have done —

8. The following points are respectfully suggested for consideration: —

(1) It is Mr. Allardice who purchased the land (P. no. 9). He has given his acknowledgement for having taken possession of the land. When Sidda and Putta contended that they were the owners of the land (P. no 9) & when Mr. Allardice asked that they should be evicted ~~from~~, Col: Campbell

no right to Paiki no. 9 & that Mr. Allarvee should make his own terms with them. It is clear from all this that only Paiki no. 9 was sold to him.

(2) The mere verbal information alleged to have been furnished by the Shekdar at the time of Sale, on which Mr. Lund entirely bases his claim, is immaterial when there is nothing on record to prove it. It is clearly stated in the Sale notice & also in the Sale list that only Paiki no. 9 measuring A-G 5-20 assessed at Rs. 5-8-0. was to be Sold along with other lands for the arrears duely Subbejowda. Amajeingar who was the bidder for Mr. Allarvee. has duly attested the Sale list. Further

place where the land is situate
The purchaser could have
easily verified the information
if any, given to him by the
Shékdar before he offered his
bid; but he did not do so.

(3) Col. Campbell appears to
have ordered the eviction of
Sidda on the understanding
that his house was on Paiki
no. 9; but it is only after the
personal inspection of the
Taluk Sheristadar, that Sidda's
house was found to be on Paiki
no. 5 and Putta's house & a
few coffee plants on Paiki no. 9.

9/ Under these circumstances, Mr.
Lund does not appear to be
entitled to any refund of the
money paid by his predecessor
on account of the piece of land
containing Sidda's house, which
is alleged to have been sold to
his predecessor.

Submitted for orders.

15/3/44. P.J.O

A reply to this tendency
is pending.

Mbd for orders

YL

23/6/94

Subd to the Chf Secty for orders.

Upon the facts as above described Mr Land appears to have no case at all.

A final order may be passed declining the refund applied for and a copy of that order and a statement of the facts of the case as stated in this Memo, forwarded to the Resident as called for by him

16/7/94

Memo

advertised for sale on 16th: April

Surv: No: 9 Paiki of the Javali Village, Mudgere Taluk, was sold in public auction on 22d: May 1890 on account of Land Revenue arrears due by the Khatedar Subbe Sauda. In the Sale notice and in the attachment & Sale lists, which Contained other survey nos also, the land in question was as usual described as "Surv: No: 9 Paiki, Coffee, Extent 5-20, Assessment 5"8"0". Mr: A. J. Allardice of the Balur Estate purchased the land for Rs 400/. Tucke Sidda & Putta Complained that their land had been sold, and Mr Allardice requested to be put in possession of the land he had bought and required notice to be given to the people living on the land to leave. After obtaining the Amildar's report in the matter the Dy Coll:

that Mr Allardice was
the place of Subbé Sauda
with his rights and
responsibilities must make
his own terms with Sidda
& Pootta. This decision was
duly communicated to
Mr Allardice and he received
possession of the land on 27th:
September 1890.

2. On the further com-
plaint of Sidda & Pootta
for the Cancellation of the sale,
the Dy Com ordered that the
land should be conveyed
to the Auction purchaser
free of all incumbrances.

3. Accordingly when a
notice was given to Sidda to
quit the place, he represented
that he was living, not
on the land purchased by
Mr Allardice but on sur
No: 5 belonging to Javali
Ganesh Rao + ~~and~~ this re-
presentation turned out to
be ~~a fact~~ true -

4 Mr. Lund who suc-
ceeded Mr Allardice con-
tended that the Shekdar had led their to understand
that the sale ~~mentioned~~ land ~~had~~ advertised
included Siddas land. On this ground Mr Lund
~~and~~ claimed possession
thereof or a proportionate
refund of the purchase
money.

On ext ln

the land proposed a refund
of Rs: 50 or ~~Certain Sum~~
~~Sum~~ as inadequate.

6. The Durbar refused to
sanction the Refund Bill
submitted by the Dep^t. Coll^r:
and the matter thus stands
disposed of and there is no reason
~~to suspect it.~~

7. The Shekdar and the
other official that Conducted
the Sale deny having
stated that it included
Sidelar land.

8. The Sale of Sur: no: 5
Paiki, which was also held
on the same date on account
of arrears due by the Khate-
dar Subbegauda, was subse-
quently Cancelled on the
Complaint of Ganesh Rao,
the Civil Court purchaser
of the land. This land
was not bid for by Mr
Allardice. It had been
purchased by one Rama
Rao.

9. From the sketch map
submitted by the Dy: Coll^r: it is
clear that the other Paiki
portion of Sur: no: 9, Extent
a 3-20, Assessment 3-8-0,
which is in the Khate of one
Katri Bhairu and which was
not Sold for the arrears of
Subbegauda, intervenes between the

Grounds - The Refund
will bear out the
Dy Coll^r with the remark
that "It was not clear
how any application
could be entertained
from the purchasers
successors in more
land than his predecessor
was entitled to or for a
refund of the
money once paid
for land which was
actually made
over to Allardice."
The Dy Coll^r was asked
to submit a further
Report if necessary -
It may here be
added that

(house &)

Indeed they
could say nothing
that was contrary
to the plain terms
of the Notification

and Siddon Place
on Sur: No. 5.

YL
8/8/94

(General Serial No. 31)

189/

OFFICE OF THE DEWAN S.F.M. 3418. 14 JUL. 91. 17622

From

DEPUTY COMMISSIONER'S OFFICE CHIKMAGALUR. Dated KADUR DISTRICT.

5

To

The Chief Secretary to the ~~D~~ Government of Mysore.

Dated 4th July.

Despatched 11th July.

Received

Enclosures No. 1 & Ver: Papers

General No. 175

No.

Sir,

I have the honor to forward for sanction and transmission to the Comptroller for audit the enclosed bill for Rs 5.0/- being part of sale proceeds proposed to be refunded to Mr. Lund of the Balur Estate.

Vernacular Correspondence ending with Mudgere Amildar's No: 281 is enclosed for reference and obliging return.

The Vernacular correspondence is sent in compliance with para 2 Proceedings No 781

LR 14-91-1

Accnt-DLR
a1
13/7/91

Draft ordered
BR
24/9/91

The reference is put up
15/7/91

Recd
16/7/91

132
15-7-91

LR
15-7-91

it refers to matters indirectly connected with this case, which have already been disposed of. I have endeavoured in the column of Remarks in the Refund Bill to insert all the information necessary for the disposal of the application for a refund to Mr. Lund.

Col.
Deputy Commissioner
Kadur District.

Amd

MR 14-91-2

(6)

To
The Dy/ Registrar Revenue

No. 1738 of 30-4-92
43 3-5.

Sir,

Ref. With reference to your Docket No. 175 dated 4th July last ~~Sept.~~ from the ~~Deputy Commissioner of the Kadur District~~ Submitting for sanction a Refund Bill for Rs 50/- being part of Sale proceeds proposed to be refunded to Mr. Lund of the Balur estate in the Mudigere Taluk. I am directed to convey the following observations

It is ask for a further report if you consider that the refund is due.

~~Orders thereon~~

2 ~~The Government~~ are surprised to find that the Deputy Commr. should have made the above application, with

Such

Such misleading and
incorrect remarks in
the Bill, on the ground
that Mr. Shankers as Dy
Deputy Commissioner
of the District, had passed
an order for recommending
to Government, ~~for~~ a
refund of Rs 50/- in favor
of Mr. Lund, in spite of
~~whilst~~
2. ~~The~~ the circumstances
of the case which do not call
for such a measure.

2. It appears from
the Vernacular records
that ~~Survey Paikis~~ of the Jawali Villages
Survey Paiki No. 9 measuring
5 acres and 20 Guntas
and assessed at Rs 5-8-0.
Wet Lands
was attached on account
of the arrears due thereon

to

to Government and
advertised for sale &
that on the day of sale
the Mutsuddi of the
Balur Estate purchased
the land in question for Mr. Allardice
for Rs 400/-. After some
correspondence, Mr. Allardice
took possession of the
land on the 27th September
1890, as evidenced by
the Endorsement made
by himself on the cindan
order to the Sheikdar
No. 592 of the 15th idem.
Sometime after this Mr. Lund
Mr. Lund ~~succeeded~~ successor of
Mr. Allardice, ~~the former~~
seems to have
claimed that the purchase
made by Mr. Allardice's
Mutsuddi included

a piece of land measuring
2 acres 11 Guntas & 7 yards
in the adjoining Paiki
No. 5 in which the house
of one Chooreli Sidda
Stands, and it is upon
such a claim that Mr.
Sparkes is said to have
passed the ~~above~~ order
for the Nbon'ble Mr. Upund bill & Pvt.
3. The Government
observe that Mr. Sparkes's the reasons
~~action in~~ for entertaining
Mr. Lund's claim for
a portion of the land which
was never sold to him
or to his predecessor ~~below~~ appears
explanation ~~irregular~~. In the first
place, the description
purchased by Mr. allandie's Mutsuddi
of the land ~~which was~~
~~situated in a settled~~
~~Taluk~~ fully given in the

Sale

Sale notice, with particulars of
Survey No., extent and
assessment, was sufficiently
clear and admits of no mistake
in ~~and~~ nothing
more than this was
~~necessary~~ under ordinary
circumstances necessary
to give a correct idea
of the land to the in-
-tending bidders, though
further particulars as
to boundaries &c would
have made matters
more clear. That the
absence of such particulars in the
Sale notice ~~did not~~
~~give such particulars~~
is no ground for
setting aside a sale
otherwise properly
conducted; or for
shewing undue con-
-sideration to the
purchaser

purchaser or to his
Successor. The Government
were bound to make
over to the purchaser
Peiki No 9 measuring
5 acres & 20 perches, which
they have accordingly
done and ~~they cannot~~ are not clear
~~justly entertain~~ how
application from the
Can be entertained
purchaser's successor
for more land than
his predecessor was properly
entitled to, or for a
refund of the money
once paid for land
which was actually
made over to Mr. Callender.

4. The Refund
Bill with the Vernacular
papers

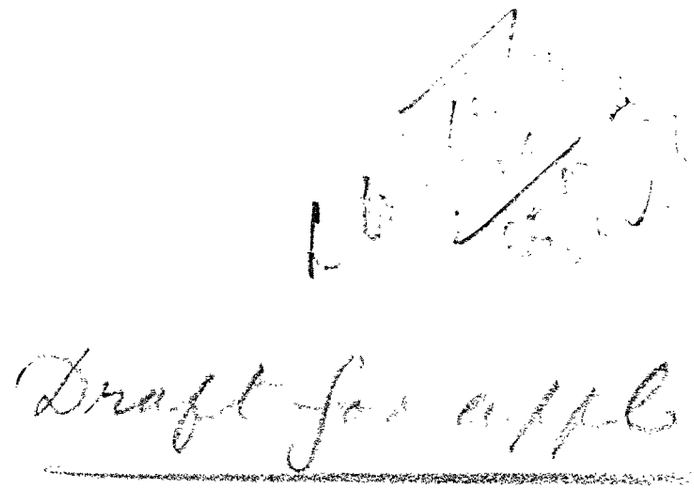
papers will therefore be returned to the Deputy Commissioners ~~with the foregoing records for further~~ instructions

Chief Secretary

H. D.

AHL

To The Deputy Commissioner
Kaduna District.



(General Serial No. 30.)

12262

1893/94 D - FEB. 94 R 2349

From The 1st Asst to the Resident in Mysore

To

The Chief Secretary to the Dewan of Mysore.

Dated 8th February 94

Despatched

Received

Enclosures No. 1

General No. 485

No. 9. 94

Forwarding copy of letter from Messrs Barclay, Curzon & Co, Madras regarding the sale of certain lands in the village of Javali to Mr Allardice on behalf of the Belur estate and asking for the facts of the case.

R

References to be marked.

To

The Dy Commr Kadur

No 14263 / R1478 dy 23/2/94

Submitted for orders.

This Office letter No 1738/43 dy 30th April 92 to the address of the Dy Commissioner of the Kadur District, explains the nature of the case. No Dy Commr has not however sent further reports in the matter.

DD

22/2/94.

Please draft a very urgent reminder to the Dy Comr Kadur District, asking for the report called for in this Office No 1738/43 of 30th April 92 Call for the entire Vernacular Proceedings in the case including Notice of sale &c.

Let the reminder go off this very day.

23/2/94

Draft sent

DD

23/2/94.

Mysore Govt. C. Press, Bangalore.—30-6-92—3000.

G. Refs 82
For Rev Br Ill

No. 485 / 9·94 Encl

7

FROM

THE FIRST ASSISTANT TO THE RESIDENT IN MYSORE.

To

The Dewan of Mysore.

Dated Bangalore, 8th February 1894.

SIR,

I am directed to forward a copy of a letter dated the 21st December 1893 from Messrs Barclay, Morgan and Co., Madras, regarding the sale of certain land in the village of Jawali by the Government of Mysore to Mr A. J. Allardice on behalf of the Belur Estate, and to ask you to be so good as to let the Resident know the facts of the case.

I have the honor to be
Sir,
Your most obedient Servant,

First Assistant Resident

Letter No. - dated the 21st Decem-
ber 1893 from Messrs Barclay Morgan
and Coe to the Resident in Mysore.

We have the honour to bring to your
notice the following facts in connection
with the sale of certain land in the village
of Ganalli in the Maadigere Taluq in the
territory of Mysore by the Government
of Mysore to Mr. A. J. Allandice on
behalf of the Belur estate.

On or about the 22nd May 1890
certain land belonging to one Mada-
=nelli Saoba Gowda was offered
for sale by auction by order of the
Government in Consequence of non-
-payment of tax by the owner.

The description of the land given by
the Shekdar who conducted the sale
included a piece of land on which
stood the houses of Certain individuals
named Taachi Siddu and Byro and
which was planted with young Coorg Coffee

Arrangement
Shekdar
Deny

Relying on this Statement by the
Shekdar the land was purchased
by

estate.

After the sale Tachi Sidda and one Pootah applied to have the sale set aside on the ground that the portion of land on which their houses stood and the Coffee trees was not the property of the defaulter Madanalli Sooba Gowda. The Deputy Commissioner who heard the appli= =cation declined to set aside the sale and held that the applicants had no right to the land, that it had been sold by auction, and made an order that the land should be conveyed to Mr. Allandice free from all encum= =brances, thus admitting the right of the Government to sell and that Mr. Allandice had purchased the land.

The sale of the land was then confirmed and Mr. Allandice applied for an order to eject the occupants which the Deputy Commissioner by his letter of the 8th November 1890 agreed to give and herewith an order to evict the

the parties including Toochi Sidda and Byra.

The order was sent to the Shekdar but meanwhile it was discovered by a person who owned a part of Survey No. 5 being land adjoining the land on which Toochi Sidda and Byra's houses stood and the coffee garden that such houses and coffee garden although owned by Mudanella Saobba Gowda the defaulty wrongdoer, were in Survey No. 5.

Upon this the Mysore Government appear to have stayed the execution of the order to evict in spite of the order that the land should be conveyed to Mr. Allardice.

After some correspondence between Mr. Allardice and the Deputy Commissioner Mr. Sparke, the latter personally inspected the land and examined witnesses who were at the sale including the Patait of the village and it appears to

that the land occupied by Toochie Sudda and Byno and the Coffee garden were sold to Mr. Allandice and he recommended that Rs: 50/- should be paid by the Government to Mr. Allandice as Compensation for not putting him in possession. This sum is quite inadequate as without the coffee garden the property is not worth more than Rs: 100 at most.

However the Government decided to act upon the Deputy Commissioner's recommendation.

Mr. Allandice would not have purchased the other portion of the property at all, he only took that because the Shekdar represented that the Coffee garden would be sold with it.

The memorandum records shew that the piece of land in dispute was included in the land sold.

We are instructed that it can be proved that the land in dispute was the property of M. Saahha Gowda and

and therefore the Government were right in selling it for arrears of tax due by him.

The order confirming the sale and dismissing Isachi Siddi's and Byro's application proves that the land in dispute was sold by auction, the report of the Shekdar shews that the following persons were in possession of No. 9 the property sold viz: Isachi Siddi, Byro, Dewanbulli son Saota Katra Bommah and Katra Sungarah.

The land sold was not described by boundaries but by naming the persons in possession.

If it had not been for the fact that this Coffee garden was stated to be in the property to be sold it is extremely improbable that the sale would have realized sufficient to pay the arrears of tax.

Under these circumstances we request that you will investigate the matter and examine the records and

put

representative is now Mrs. Lund in posses-
=sion of the whole of the land he pur=
=chased an award due Compensation
in lieu thereof.

(True Copy)

Registrar.

(8)

LR III-91-4

To The Dy Commissioner
Kudum District.

Dated 23rd February 1894
23

No 14263
R 1478.

This office letter No 1738 of
43
30th April 192 making certain
observations in regard to
the refund of Rs 50/- recommended
in favor of Mr Lund of the
Balun Estate in the Mudjere
Taluk & requesting the Dy Commissn
if a report if the Dy Comm
Still considers that the
refund was due to him

Has the honor to draw
attention to the above
and to request the Dy Comm

(General Serial No. 31.)

189 .

From X X

To

Dated

Despatched

Received

Enclosures No.

General No.

No.

Draft for reply

will report at once whether the claim is tenable and if so on what grounds.

2. The entire matter to be re-considered in the case should be dealt with at this Office

23/2/94

for Chief Secty

23/2

Deputy Comm^rs Office
Kadur District
Chikmagalur 26^th February 1894.

No. 448.
Sir: file of Ker: papers,
(will follow).

From

DR 14-91-5

The Deputy Commissioner
Kadur District

To

The Chief Secretary to the
Government of Mysore

Sir,

With reference to your Letter no 1738/43 dated 30^th April 1892 and reminder no 4263/1478 of the 13^th instant, regarding the claim of Mr Lund for refund of certain purchase money, I have the honour to state that having found no further grounds in favor of Mr Lund than those set forth in the bill submitted with my letter no 175 dated 4^th July 1891, I did not venture to address the Govt. again on the subject, but simply apprised Mr Lund of the view taken by Government on my recommendation.

I beg however to add that it is for Government to consider or not the claim put forth on grounds already stated, and that the only ground for recommending the same is that the parties bidding at the sale were misled by the Sheikdar who informed them that Turcha Siddai's house stood on the land to be sold and that as the piece of land cuts into the Balur Estate it was very valuable in the Manager's opinion, and which consequently led him to bid a much higher price for the land than he would otherwise have done.

The entire Proceedings in the matter are herewith submitted. I have the honor to be

Sir

your most obedt Servant

H H Sparkes

Asst. Deputy Commr

Madura District

GOVERNMENT OF MYSORE

dRH-91-6 (10)

The First Assistant to the Resident in Mysore.

No 3855. / No D-167-93 3/9/94 1 Enc.

Sir,

In reply to your Communication dated 8th February 1894 forwarding a copy of a letter from Messrs. Barclay, Morgan & Orr, Madras, regarding the sale of a piece of land in the village of Javali, Mudgere Taluk, to Mr A. J. Allardice of the Balur Estate, I am directed to point out that Messrs. Barclay, Morgan & Orr have not appealed to the Durbar against the Dy Cmr's order. The Durbar would be glad to enquire whether under the circumstances the Resident still wishes to know the facts

Neither Mr Allardice nor his representatives have made any application to the Durbar on the subject the facts of which are generally stated in the memorandum

A Memo containing the facts of the case is however enclosed for the information of the Resident.

~~of the Case.~~

I have re:

9/9/94

Chief Secy!

9/8/94

Draft

4/8/94